

**Before the  
N.H. Physical Therapy Governing Board  
Office of Allied Health Professionals  
Concord, New Hampshire 03301**

**In the Matter of:  
Susan P. Byam, PT  
License No: 3825**

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of physical therapy, the New Hampshire Board of Physical Therapy ("the Board") and Susan P. Byam, PT ("Respondent") agree to settle certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists who are its licensees pursuant to RSA 328-F: 23 and RSA 328-F: 24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F: 24, VI and Ahp 214.01.

2. The Board first granted Respondent a license to practice physical therapy in the State of New Hampshire on August 22, 2013. Respondent holds license number 3825. Respondent practices physical therapy at the VA Medical Center in White River Junction, Vermont.

3. On December 24, 2014, the Board received a letter notifying them that Respondent was suspended for billing for a service that she did not actually provide. The letter informed the Board that Respondent resigned the same day that she was suspended.

4. Upon receiving the letter concerning Respondent, the Board opened an investigation.

5. The Board's investigation revealed, and Respondent stipulates, that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in unprofessional misconduct in violation of RSA 328-F:23, II (a), (c) (through violation of APTA Code of Ethics 4A) and (j) (through violation of Phy 405.01(a) and Phy 402.05) by the following facts:

- A. On December 24, 2014, the Board received a letter notifying them that Respondent was suspended for billing for a service that she did not actually provide.
- B. In her response to the letter sent to the Board, Respondent acknowledged making a billing error regarding a patient who was not on her schedule for the day in question. Respondent noted that upon admitting her mistake, she was suspended by her employer without pay on August 20, 2014. Respondent subsequently resigned that same day because she thought that the suspension was not warranted.
- C. During an interview, Respondent was asked about her license renewal application that she signed on November 9, 2014 and sent to the Board, in which she answered "no" to the question of whether she had been suspended for disciplinary reasons from a hospital, healthcare institution or other professional setting in the past 27 months.
- D. Respondent acknowledged that her answer to the suspension question was "wrong" and that she should have answered "yes" to that question.

Subsequently during the interview, Respondent indicated that because she resigned the same day that she was suspended, she did not view what she received as an actual suspension.

E. In the "work history" section of that same license renewal application, Respondent listed one of the facilities that she had worked in, but did not list the name of her employer company or the facility at which the billing incident leading to her suspension took place. Moreover, Respondent listed the name of her prior supervisor, but did not list the name of her supervisor during the period of time when the billing incident leading to her suspension took place.

F. Respondent acknowledged during her interview that she should have listed the name of her employer company and the names of both of the facilities that she worked in. Respondent also indicated that she should have listed the names of both of her supervisors during the time period at issue.

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated RSA 328-F:23, II (a), (c) (through violation of APTA Code of Ethics 4A) and (j) (through violation of Phy 405.01(a) and Phy 402.05).

7. Respondent acknowledges that the above described conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physical therapist in the State of New Hampshire.

8. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, IV:

*New Hampshire Physical Therapy Governing Board  
In the Matter of Susan P. Byam, PT  
Settlement Agreement*

- A. Respondent is assessed an ADMINISTRATIVE FINE in the amount of six hundred fifty dollars (\$650). Respondent shall pay this fine in full within sixty (60) days of the effective date of this agreement, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire" to the Board's office at 121 South Fruit Street, Concord, New Hampshire 03301.
- B. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer for whom Respondent performs services as a physical therapist or work which requires specialized training in physical therapy or a physical therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials physical therapists with which Respondent is presently affiliated.
- C. For a continuing period of two (2) years from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as a physical therapist or for work in any capacity which requires physical therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials physical therapists to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute professional misconduct and a separate and sufficient basis for further disciplinary action.

10. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

11. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

12. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

13. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

14. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.

16. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced her right to a fair and impartial hearing in the future if the Board does not accept this agreement.

17. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

18. Respondent certifies that she has read this document entitled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement she waives these rights as they pertain to the misconduct described herein.

19. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR THE RESPONDENT**

Date: 9/10/15

S. P. B. PT, DPT  
Susan P. Byam, PT  
Respondent

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

**FOR THE BOARD/\***

Date: 9/16/15

Lea Bruch  
(Signature)

Lea Bruch  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Physical Therapy  
Governing Board

/\* Board Member, recused:  
Nicole Lavoie, PT